FORM MR-RC Revised April 7, 1998 RECLAMATION CONTRACT File Number M/021/008

Effective Date May 20. 1998

MAY 1 1 1998

DIV. OF OIL, GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING

1594 West North Temple Suite 1210 Box 145801 Salt Lake City, Utah 84114-5801 (801) 538-5291 Fax: (801) 359-3940

**RECLAMATION CONTRACT** 

---00000---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)

(Mineral Mined)

M/021/008 Iron Ore

"MINE LOCATION":

(Name of Mine)

(Description)

Iron Mountain Mining District

Located in Iron County

Approximately 25 miles west of Cedar City, UI.

"DISTURBED AREA":

(Disturbed Acres) (Legal Description)

417.05 acres

(refer to Attachment "A")

"OPERATOR":

(Company or Name)

(Address)

Geneva Steel Company

10 South Geneva Road, KQ

Vineyard, UT 84058

Clyde Gabbitas - Company Contact

(Phone)

801-227-9594

"OPERATOR'S REGISTERED AGENT":		
(Name)	Ken C. Johnsen	
(Address)	Geneva Steel, General Counsel 10 South Geneva Road	
	Vineyard, UT 84058	
(Phone)	801-227-9321	
"OPERATOR'S OFFICER(S)":	Robert J. Grow, President and COO	
	Richard Clayton, Vice President Dennis L. Wanlass, Vice President & CFO	
"SURETY":		
(Form of Surety - Attachment B)	Surety Bond	
"SURETY COMPANY":		
(Name, Policy or Acct. No.)	United Pacific Insurance Company	
"CUDETY ANGUANT"	Bond Number	
"SURETY AMOUNT":	41 070 000	
(Escalated Dollars)	\$1,073,000	
"ESCALATION YEAR":	2003	
"STATE":	_State of Utah	
"DIVISION":	Division of Oil, Gas and Mining	
"BOARD":	Board of Oil, Gas and Mining	
ATTACHMENTS:		
A "DISTURBED AREA":		
B "SURETY":		
This Reclamation Contract (hereinafter	referred to as "Contract") is entered	
into between Geneva Steel Company	the "Operator" and	
the Utah State Division of Oil, Gas and Mining	("Division").	
WHEREAS, Operator desires to conduct	mining operations under Notice of	
Intention (NOI) File No. M/021/008 wh	nich has been approved by the Utah	
State Division of Oil, Gas and Mining under the	e Utah Mined Land Reclamation Act,	

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter

referred to as "Act") and implementing rules; and

Page 2 of 7 Rovisod April 7, 1998 Form MR-RC NOW, THEREFORE, the Division and the Operator agree as follows:

1.	Operator agrees to conduct reclamation of taccordance with the Act and implementing	
	Notice of Intention dated June 17, 1977	, and the original
	Reclamation Plan dated June 17, 1977	. The Notice of
	Intention as amended, and the Reclamation	Plan, as amended, are
	incorporated by this reference and made a p	part hereof.

- 2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
- Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
- Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

Operator agrees to indemnify and hold harmless the State, Board and

- Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
- Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
- 9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
- 10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
- 11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
- 12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
- 13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
- 14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:	
Geneva Steel Company	
Operator Name	
By Dennis L. Wanlass Authorized Officer (Typed or Printed)	
Vice President and Chief Financial ( Authorized Officer - Position	<u>Offi</u> cer
Deine Warlan	5-5-98
Officer's Signature	Date
STATE OF What ) ss:	
On the 5th day of appeared before me wis find me duly sworn did say that he/she, the said is the v. f. Y FO of and duly acknowledged that said instrument by authority of its bylaws or a resolution of company executed the same.	t was signed on behalf of said company
NOTARY PUBLIC STATE OF UTAH My Commission Expires February 6, 2002 LORI G. LOUMIS P. O. Box 2500 Provo, Utah 84603	Nøtary Public Residing at:

2-6-2002 My Commission Expires:

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## DIVISION OF OIL, GAS AND MINING:

By Laure P Brack	5/20/96
Lowell P. Braxton, Acting Director	Date
STATE OF UTAH	
COUNTY OF SALT LAKE )	
On the day of appeared before me buell P B duly sworn did say that hetshe, the said is the Acting Director of the Division of Oil, on the Resources, State of Utah, and hetshe duly accepted the foregoing document by authority Utah.	Gas and Mining, Department of Natural



Notary Public
Residing at: SALT Lake City, UT

FEDRUARY 29, 2000 My Commission Expires:

### ATTACHMENT "A"

Geneva Steel Company	Iron Mountain Mining District	
Operator	Mine Name	
M/021/008	Iron	County, Utah
Permit Number		County, Otali

## The legal description of lands to be disturbed is:

Iron Mountain NE 1/4 Sec. 2, T37S, R14W

Blackhawk Fines Area E1/2 SE 1/4 Sec. 34, SW 1/4 Sec.35, T36S, R14W NW1/4 Sec. 2, T37S, R14W

Mountain Lion S1/2 Sec. 19, NW 1/4 Sec. 30 T36S, R13W

Burke Pit SE 1/4 NE 1/4 Sec. 34, SW 1/4 NW 1/4 Sec. 35, T36S, R14W

Chesapeak & Excellsior W1/2 SE 1/4, S 1/2 S 1/2 NE 1/4 Sec. 25, T36S, R14W

Tip Top E1/2 NW 1/4 Sec. 25, T36S, R14W

UII Comstock Plant Area W1/2 Sec. 29, E1/2 Sec. 30, T36S, R13W

Comstock Area Portions of Sec. 30, T36S, R13S

### ATTACHMENT B

MR FORM 6
Joint Agency Bonding Form

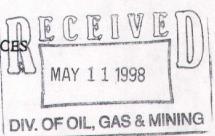
(June 10, 1996)

Permit Number M/021/008
Mine Name IRON MOUNTAIN

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCE
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801

Salt Lake City, Utah 84114-5801 Telephone: (801) 538-5291

Fax: (801) 359-3940



### THE MINED LAND RECLAMATION ACT

## **SURETY BOND**

	The undersigned_	GENEVA STEEL	COMPANY				as F	Principal,
and _	UNITED PACIFIC INS	URANCE COMPANY		as Surcty,	hereby jo	ointly a		
bind	ourselves, our heirs, ac	iministrators, exec	utors, success	ors and as	signs unto	the S	state o	of Utah,
Divis	ion of Oil, Gas and Mi	ining, and the U.	S.D.I BU	JREAU OF	LAND MA	NAGEM	ENT	
in the	penal sum of ONE MI	LLION SEVENTY-	THREE THOUS	SAND AND	NO/100*	* *	* *	dollars
(\$ 1	,073,000.00* * * *	). =						

Principal has estimated in the Mining and Reclamation Plan approved by the Division of Oil, Gas and Mining on the 26TH day of APRIL, 1995, that 417.05 acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

Page 2 MR-6 Joint Agency Surety Bond Attachment B

Signature TINA M. DAVIS

Bond Number
Permit Number M/UZI/UUS
Mine Name TRON MOUNTAIN

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

GENEVA STEEL COMPANY	4/2/98 .	
Principal (Permittee)	Date	
Dennis Wanlass		
By (Name typed):		
Vice President, Treasurer & CFO		
Title		
Danin Wanter		
Signature		
Surety Company		
UNITED PACIFIC INSURANCE COMPANY	4/2/98	
Company Officer	Date	
ATTORNEY-IN-FACT		
Title/Position		
1.		
Junam. Jaus		

Page 3 MR-6 Joint Agency Surety Bond Attachment B SO AGREED this To day of May , 1994.

Lowell P. Braxton, Acting Director

Lowell P Bypeton

Utah State Division of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

Page 4 MR-6 Joint Agency Surety Bond Attachment B

Bond Number
Permit Number M/021/008
Mine Name IRON MOUNTAIN

## AFFIDAVIT OF QUALIFICATION

	APRIL , 1998, personally appeared before me_
duly sworn did say that he/she, the	said TINA M. DAVIS who being by me is the
said instrument was signed on behalf its board of directors and saidTI to me that said company executed the deliver the foregoing obligations: that	of said company by authority of its bylaws or a resolution of Said company by authority of its bylaws or a resolution of Said Company by authority of its bylaws or a resolution of Said Surety is authorized to execute and said Surety is authorized to execute the same and has so of Utah in reference to becoming sole surety upon bonds,
	Signed:
STATE OF UTAH  COUNTY OF SALT LAKE	) ss: )
Subscribed and sworn to before me thi	is 2ND day of APRIL , 19 98 .
	Doris Martin Notary Public
	Residing at: FARMINGTON, UTAH
My Commission Expires:	
MARCH 3, 2001	DORIS MARTIN  NOTARY PUBLIC • STATE OF UTAH  462 SOUTH 40 EAST
	FARMINGTON, UTAH 84025 COMM. EXP. 3-3-01

### RELIANCE SURETY COMPANY UNITED PACIFIC INSURANCE COMPANY

### RELIANCE INSURANCE COMPANY RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Earl D. Brown, Doris Martin, Karen Hone, Kim Evans, Jace D. Pearson, Tina M. Davis, Vicki L. Sorensen, of Salt Lake City, Utah their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

### ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this October 8, 1996.









RELIANCE SURETY COMPANY RELIANCE INSURANCE COMPANY UNITED PACIFIC INSURANCE COMPANY RELIANCE NATIONAL INDEMNITY COMPANY

Mars W. Ruys

STATE OF Washington **COUNTY OF King** 

On this, October 8, 1996, before me, Janet Blankley, personally appeared Mark W. Alsup, who acknowledged himself to be the Vice President of the Reliance Surety Company, Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notaly Public in and for the State of Washington

I, Robyn Layng, Assistant Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMP-ANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2ND day of

Residing at Puyallup







Assistant Secretary

FORM MR-RC Revised April 7, 1998 **RECLAMATION CONTRACT**  File Number M/021/008

Effective Date May 20. 1998 DIV. OF OIL, GAS & MINING

STATE OF UTAH **DEPARTMENT OF NATURAL RESOURCES** DIVISION of OIL, GAS and MINING

1594 West North Temple Suite 1210 Box 145801

Salt Lake City, Utah 84114-5801 (801) 538-5291

Fax: (801) 359-3940

I blessed of his Drighter of 1965

**RECLAMATION CONTRACT** 

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For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) (Mineral Mined)

M/021/008 Iron Ore

"MINE LOCATION":

(Name of Mine) (Description)

Iron Mountain Mining District Located in Iron County Approximately 25 miles west of Cedar City, UI.

"DISTURBED AREA":

(Disturbed Acres) (Legal Description)

417.05 acres (refer to Attachment "A")

"OPERATOR":

(Company or Name) (Address)

10 South Geneva Road, KQ Vineyard, UT 84058

Geneva Steel Company

(Phone)

Clyde Gabbitas - Company Contact

801-227-9594

"OPERATOR'S REGISTERED AGENT": (Name)	Ken C. Johnsen	
(Address)	Geneva Steel, General Counsel	
	10 South Geneva Road	
(Phono)	Vineyard, UT 84058	
(Phone)	801-227-9321	
"OPERATOR'S OFFICER(S)":	Robert J. Grow, President and COO Richard Clayton, Vice President Dennis L. Wanlass, Vice President & CFO	
	The state of the s	
"SURETY":		
(Form of Surety - Attachment B)	Surety Bond	
"SURETY COMPANY":		
(Name, Policy or Acct. No.)	United Pacific Insurance Company	
	Bond Number U2771399	
"SURETY AMOUNT":		
(Escalated Dollars)	\$1,073,000	
"ESCALATION YEAR":	2003	
"STATE":		
"DIVISION":	State of Utah	
"BOARD":	Division of Oil, Gas and Mining	
BOAID.	Board of Oil, Gas and Mining	
ATTACHMENTS:		
A "DISTURBED AREA";		
B "SURETY":		
This Reclamation Contract (hereinafter	referred to as "Control "	
into between Geneva Steel Company	the "Operator" and	
the Utah State Division of Oil, Gas and Mining	("Division").	
WHEREAS, Operator desires to conduct	t mining analytical and the state	
Intention (NOI) File No. M/021/008 wh	sich has been approved by the Utal	
State Division of Oil O LAND	nert tras neett abbioned by the Otal	

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter

referred to as "Act") and implementing rules; and

NOW, THEREFORE, the Division and the Operator agree as follows:

- 1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated <u>June 17, 1977</u>, and the original Reclamation Plan dated <u>June 17, 1977</u>. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
- 2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
- 3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
- Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action. 7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract. 8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules. 9. This Contract shall be governed and construed in accordance with the laws of the State of Utah. 10. If Operator shall default in the performance of its obligations hereunder,

- 10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
- 11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
- 12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
- 13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
- 14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:	
Geneva Steel Company	
Operator Name	
By Dennis L. Wanlass Authorized Officer (Typed or Printed)	
Vice President and Chief Financial Office Authorized Officer - Position	r
Denn Wanlan	5-5-98
Officer's Signature	Date
STATE OF <u>Ufak</u> ) ss:	
On the 5th day of appeared before me	yho being by  who being by  Life Language  signed on behalf of said company ard of directors and said  acknowledged to me that said
	ary Public ding at:

My Commission Expires:

Page 5 of 7 Revised April 7, 1998 Form MR-RC DIVISION OF OIL, GAS AND MINING:

3/20/98 Lowell P. Braxton, Acting Director

STATE OF UTAH COUNTY OF SALT LAKE

On the 20th day of May 1998 , personally appeared before me \_\_\_ , who being duly sworn did say that hetsle, the said Lowell is the Acting Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and helshe duly acknowledged to me that helshe executed the foregoing document by authority of law on behalf of the State of Utah.

Residing at: SALT LAN

## ATTACHMENT "A"

Geneva Steel Company	Iron Mountain	Mining District
Operator	Mine Name	
M/021/008	Iron	County Heck
Permit Number		County, Utah

## The legal description of lands to be disturbed is:

Iron Mountain NE 1/4 Sec. 2, T37S, R14W

Blackhawk Fines Area E1/2 SE 1/4 Sec. 34, SW 1/4 Sec.35, T36S, R14W NW1/4 Sec. 2, T37S, R14W

Mountain Lion S1/2 Sec. 19, NW 1/4 Sec. 30 T36S, R13W

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UII Comstock Plant Area W1/2 Sec. 29, E1/2 Sec. 30, T36S, R13W

Comstock Area Portions of Sec. 30, T36S, R13S

Page 7 of 7 Revised April 7, 1998 Form MR-RC ATTACHMENT B

MR FORM 6 Joint Agency Bonding Form

(June 10, 1996)

Bond Number

Permit Number M/021/008 Mine Name IRON MOUNTAIN

eller of Bond Permit DEPARTMENT OF NATURAL RESOURCES

Division of Oil, Gas and Mining 1594 West North Temple Suite 1210 Box 145801

Salt Lake City, Utah 84114-5801 Telephone: (801) 538-5291 Fax: (801) 359-3940

DIV. OF OIL, GAS & MINING

THE MINED LAND RECLAMATION ACT

SURETY BOND \*\*\*\*\*\*

The undersigned GENEVA STEEL COMPANY	_as Principal,
and UNITED PACIFIC INSURANCE COMPANY	as Surety haraby jointly and annuall
bind ourselves, our heirs, administrators, executors, succe	essors and assigns upto the State of the
Division of Oil, Gas and Mining, and the U.S.D.I	BUREAU OF LAND MANAGEMENT
in the nenal sum of UNE MILLION SEVENTY-THREE THO	USAND AND NO/100* * * * * dollars
(\$ 1,073,000.00* * * * *).	dollars

Principal has estimated in the Mining and Reclamation Plan approved by the Division of Oil, Gas and Mining on the 26TH day of APRIL , 1995, that 417.05 acres of land will be disturbed by this mining operation in the State of Utah.

> A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

Page 2 MR-6 Joint Agency Surety Bond Attachment B

TINA M. DAVIS

Bond Number
Permit Number M/021/008
Mine Name TRON MOUNTAIN

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

GENEVA STEEL COMPANY	4/2/98	
Principal (Permittee)	Date	
Dennis Wanlass		
By (Name typed):		
Vice President, Treasurer & CFO		
Title		
Danin Wantar		
Signature		
Surety Company		
UNITED PACIFIC INSURANCE COMPANY	4/2/98	
Company Officer	Date	
ATTORNEY-IN-FACT		
Title/Position		
1.		
The span I		

Page 3 MR-6 Joint Agency Surety Bond Attachment B

Bond Number
Permit Number M/021/008
Mine Name Iron Mountain

SO AGREED this SO day of May , 1994.

Lowell P. Braxton, Acting Director Utah State Division of Oil, Gas and Mining

Lowell & Byseton

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

Page 4 MR-6 Joint Agency Surety Bond Auschment B

Bond Number
Permit Number M/021/008
Mine Name IRON MOUNTAIN

## AFFIDAVIT OF QUALIFICATION

TINA M. DAVIS day of	APRIL , 1998, personally appeared before me	
duly sworn did say that he/she the se	TINA M. DAVIS who being by me	
said instrument was signed on behalf of its board of directors and said TIN to me that said company executed the deliver the foregoing obligations: that	PACIFIC INSURANCE COMPANY and duly acknowledged to said company by authority of its bylaws or a resolution duly acknowledge same, and that he/she is duly authorized to execute and said Surety is authorized to execute the same and has of Utah in reference to becoming sole surety upon bonds,	hat of ged
	Signed:	
STATE OF UTAH  COUNTY OF SALT LAKE	) ss:	
Subscribed and sworn to before me this	2ND day of APRIL, 19_98	
	Notary Public	
Mr. Commission F.	Residing at: FARMINGTON, UTAH	
My Commission Expires:		
MARCH 3, 2001 , XX.	DORIS MARTIN  NOTARY PUBLIC • STATE OF UTAH  462 SOUTH 40 EAST  FARMINGTON, UTAH 84025  COMM. EXP. 3-3-01	

## RELIANCE SURETY COMPANY UNITED PACIFIC INSURANCE COMPANY

## RELIANCE INSURANCE COMPANY RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Earl D. Brown, Doris Martin, Karen Hone, Kim Evans, Jace D. Pearson, Tina M. Davis, Vicki L. Sorensen, of Salt Lake City, Utah their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

### ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

- 1. The Board of Directors, the President, the Chairman of the Board, any Sanior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s) in Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s) in Fact at any time and revoke the power and authority given to them.
- 2. Atterney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
- 3. Attorneyls, in Fact, shall have power and authority to execute affidavits required to be attached to beinds, recognizances, centracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile uncer and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Hesolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by dassimile and any such Power of Attorney or certificate bearing such facsimile signatures or tacsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bood or undertaking to which it is

N WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this October 8, 1996.









RELIANCE SURETY COMPANY RELIANCE INSURANCE COMPANY UNITED PACIFIC INSURANCE COMPANY RELIANCE NATIONAL INDEMNITY COMPANY

Mars W. Ruys

STATE OF Washington COUNTY OF King

On this, October 8, 1996, before me, Janet Blankley, personally appeared Mark W. Alsup, who acknowledged himself to be the Vice President of the Reliance Surety Company, Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notaly Public in and for the State of Washington Residing at Puyallup

I, Robyn Layng, Assistant Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect

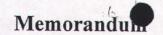
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this . 2ND day of







Assistant Secretary



Marsh USA Risk & Insurance Services 60 East South Temple, Suite 1600 Salt Lake City UT 84111 801 539 7406 Fax: 801 539 7414

m/021/008



Date:

June 13, 2001

To:

STATE OF UTAH, DEPT.

P. O. BOX 145801, SALT LAKE

OF NATURAL

CITY, UT 84114-5801

RESOURCES, DIVISION OF

OIL, GAS & MINING

From:

Tina M Davis, AFSB, CIC

Suretv

Subject:

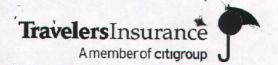
GENEVA STEEL - BOND NO.

Released to returned 4/19/05 TRON MOUNTAIN

Enclosed is a Rider that needs to be filed with the above captioned bond. This Rider changes the Bonding Company's name from United Pacific Insurance Company to Travelers Casualty and Surety Company of America; and it changes the bond number from to

If you have any questions, please call me. Thank you.

DIVISION OF OL, Garago and a



# m/21/008

### SURETY BOND RIDER

TO: State of Utah/Department of Natural Resources Division PF Oil, Gas & Mining 1594 W. North Temple, Suite1210 Salt Lake City, UT 84114-5801

RE: Acquisition of Reliance Surety

> I leased turned 4/19/05 Bond Principal: Geneva Steel Company IRON MTN PROJECT M/021/00

Obligee: State of Utah/Department of Natural Resources Surety Co.: **United Pacific Insurance Company** 

Surety Bond Number: U277 1399 Bond Amount: \$1,073,000.00

Type of Bond: Mined Land Reclamation Surety Bond

The purpose of this Rider is to:

#### **CHANGE BOND NUMBER** [X]

Upon execution of this Surety Bond Endorsement by all parties hereto, surety bond number

lis changed to

DIV. OF OIL. GAS & MINING

#### [X] CHANGE SURETY COMPANY

Effective May 20, 2001 Travelers Casualty and Surety Company of America ("Travelers") replaces United Pacific Insurance Company ("Reliance") as surety on the above referenced bond and, accordingly, agrees to be bound by the terms of the above-referenced bond and to perform all of Reliance's obligations thereunder as if the abovereferenced bond has originally been issued by Travelers. The termination of liability under the Reliance bond is a condition precedent to the change of surety. Upon execution of this Surety Bond Endorsement by all parties hereto. Reliance shall have not further obligation or liability under the above-referenced bond.

#### [] **CONTINUATION CERTIFICATE**

This certificate extends the life of the bond to . It is executed upon the express condition that the surety's liability under said bond, together with this and all previous continuation certificates, shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond.

Signed, sealed and dated this 24th day of \_\_\_\_April, 2001.

Travelers Casualty and Surety Company of America

Nora Garza-Fuhrman, Attorney-In-Fact

S-5353 (06-00)

Travelers Casualty and Surety Company of America, Hartford, Connecticut 06183 Travelers Casualty and Surety Company, Hartford, Connecticut 06183 Farmington Casualty Company, Hartford, Connecticut 06183

### POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Richard C. Schultz, Lora L. Cottrell, P. J. McKinnis, Nora Garza-Fuhrman, Mary Bescher, Lisa D. Kadel, Mary Athanites, Brian Sandy, Mary E. Davis, Neil L. Randerson, Joan M. Kelley, Kristen C. Fox, George J. Bowdouris, Chris E. Case, Suellen Mills, Keith M. Thompson, Richard T. Morgan, Marsha Crawford, Deanna M. Robichaud, Jonathan S. B. Loomer, of Englewood, Colorado, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 19th day of December 2000.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD







TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

George W. Thompson Senior Vice President

On this 19th day of December, 2000 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



marie c tetreault

My commission expires June 30, 2001 Notary Public Marie C. Tetreault

### CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 24th day of April , 2001.

HARTFORD NAME OF THE PROPERTY OF THE PROPERTY





By Tim M

Kori M. Johanson

Assistant Secretary, Bond